

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

**CONTRACT FOR PARKS & RECREATION**  
***(M.G.L. Ch. 30, Sec. 39m)***

**PROJECT MANUAL:**  
**ATHLETIC FIELD TURF MANAGEMENT CULTURAL PRACTICES**  
***INVITATION FOR BID #14-109***

**Pre-Bid Meeting: April 3, 2014 at 11:00 a.m.**

**Bid Opening Date: April 10, 2014 at 11:00 a.m.**

**MARCH 2014**

**Setti D. Warren, Mayor**

## **CITY OF NEWTON**

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**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #14-109**

The City of Newton invites sealed bids from Contractors for

**ATHLETIC FIELD TURF MANAGEMENT CULTURAL PRACTICES**

**Pre-Bid Meeting:** 11:00 a.m., Thursday, April 3, 2014, Newton City Hall, Room 204

**Bids will be received until:** 11:00 a.m., Thursday, April 10, 2014

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

No allowance or adjustment to the contract price will be made on account of bidder's failure to become fully familiar with local conditions affecting the cost of work. Work for this contract shall consist of installing a new playground with resilient rubber surfacing, new play equipment and swings, precast concrete curbing, site furnishings, new seeded lawn and plantings, new cast in place concrete walks and ramp with metal handrails. Re-grading is necessary for the playground.

Contract Documents will be available on line at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at the Purchasing Department **after 10:00 a.m., March 27, 2014.**

There is no charge for contract documents.

**All bids shall be submitted as one ORIGINAL and one COPY.**

The term of the awarded contract **shall extend from July 1, 2014 through June 30, 2015.** City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

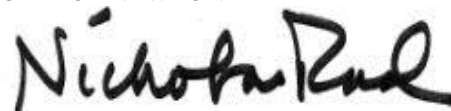
Award will be made to the lowest, responsible, and responsive bidder for services based on the Grand Total. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected. **Provision of services is required to start upon the execution of this contract.** The dollar value of the contract may be increased only in accordance with M.G.L. c.30B, §13, and then by an aggregate amount not more than twenty five percent (25%) of the contract total.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*

March 27, 2014

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, April 4, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-109**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#14-109**
  - \* NAME OF PROJECT: **Athletic Field Turf Management Cultural Practices**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for services set forth in the Pricing Schedule, attached hereto. It is the City's intent to award one (1) contract to the lowest, responsive and responsible bidder for all Base Bid services and as many alternates accepted by the City based on the prices provided in Bid Form #14-109 . The City may accept as few as none or as many as nine (9) alternates, provided, however, that the City may accept an alternate only if it has accepted all prior numbered alternates. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

## ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

### END OF SECTION

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #14-109**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**ATHLETIC FIELD TURF MANAGEMENT CULTURAL PRACTICES**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The proposed contract price is as follows per the attached Price Schedules:

**BASE BID - TOTAL COST (Items 1-8)**

\$ \_\_\_\_\_  
(Total Base Bid set forth in the attached Price Schedule)

**ALTERNATES (Items 1-9)**

**ALTERNATE INDIVIDUAL TOTAL COSTS**

Alternate One – Pesticide Application	\$ _____
Alternate Two – Deep Tine Aeration	\$ _____
Alternate Three – Core Aeration	\$ _____
Alternate Four – Topdressing	\$ _____
Alternate Five – Overseed with 70% Perennial Ryegrass & 30% Kentucky Bluegrass @ 8 pounds/M	\$ _____
Alternate Six – Overseed with 50% Perennial Ryegrass & 50% Kentucky Bluegrass @ 3.5 pounds/M	\$ _____
Alternate Seven– Fertilize with 18-24-12 starter fertilizer @ 1.5 P/M	\$ _____
Alternate Eight – Fertilize with 18-24-12 starter fertilizer @ 1.0 P/M	\$ _____
Alternate Nine – Lime with calcitic limestone @ 50 pounds/M	\$ _____

**ALTERNATES - TOTAL COST (Items 1-9)** \$ \_\_\_\_\_

**TOTAL BASE BID + ALTERNATES (Items 1-9)** \$ \_\_\_\_\_

COMPANY \_\_\_\_\_

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ A five percent (5%) bid deposit/bid guarantee
- ☐ Signed Bid Form, 3 pages
- ☐ Pricing Schedule, 2 pages

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.



Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip

\_\_\_\_\_  
(Telephone / FAX)

\_\_\_\_\_  
E-mail Address

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a/ give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## PRICING SCHEDULE

<u>SERVICE</u>	<u>PRICE PER ACRE</u>	<u>NUMBER OF ACRES*</u>	<u>TOTAL COST</u>
1. DEEP TINE AERATION	\$_____	20	\$_____
2. CORE AERATION	\$_____	20	\$_____
3. TOPDRESSING	\$_____	20	\$_____
TOPDRESSING SAND CONTRACTOR NAME:_____			
(Topdressing Sand Contractor must be acceptable to the City.)			
4. OVERSEED WITH 70% PERENNIAL RYEGRASS & 30% KENTUCKY BLUEGRASS @ 8 POUNDS/M	\$_____	40	\$_____
5. OVERSEED WITH 50% PERENNIAL RYEGRASS & 50% KENTUCKY BLUEGRASS @ 3.5 POUNDS/M	\$_____	40	\$_____
6. FERTILIZE WITH 18-24-12 SEED STARTER FERTILIZER @ 1.5 POUNDS/P/M FIRST APPLICATION	\$_____	20	\$_____
7. FERTILIZE WITH 18-24-12 SEED STARTER FERTILIZER @ 1.0 POUND/P/M SECOND APPLICATION	\$_____	20	\$_____
8. LIME WITH CALCITIC LIMESTONE @ 50 POUNDS/M	\$_____	20	\$_____
<b>TOTAL BASE BID (Items 1-8)</b>			\$_____

*Totals placed here must be carried over to Paragraph "C" of the Bid Form*

**ALTERNATE ITEMS:**

<u>SERVICE</u>	<u>PRICE PER ACRE</u>	<u>NUMBER OF ACRES*</u>	<u>TOTAL COST</u>
Alternate One – Pesticide Application	\$_____	26	\$_____
Alternate Two – Deep Tine Aeration	\$_____	6	\$_____
Alternate Three – Core Aeration	\$_____	6	\$_____
Alternate Four – Topdressing	\$_____	6	\$_____
Alternate Five – Overseed with 70% Perennial Ryegrass & 30% Kentucky Bluegrass @ 8 pounds/M	\$_____	6	\$_____
Alternate Six – Overseed with 50% Perennial Ryegrass & 50% Kentucky Bluegrass @ 3.5 pounds/M	\$_____	6	\$_____
Alternate Seven – Fertilize with 18-24-12 starter fertilizer @ 1.5 P/M	\$_____	6	\$_____
Alternate Eight – Fertilize with 18-24-12 starter fertilizer @ 1.0 P/M	\$_____	6	\$_____
Alternate Nine – Lime with calcitic limestone @ 50 lbs/M	\$_____	6	\$_____

***Totals placed here must be carried over to Paragraph “C” of the Bid Form***

\*The stated numbers of acres are the City’s best estimates, and the actual number of acres may be slightly more or slightly less than those stated. However many acres are treated hereunder, the per acre price provided by the bidder shall apply.

**END OF PRICE SCHEDULE SECTION**

## BIDDER'S QUALIFICATIONS AND REFERENCES FORM

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. LIST PERSONNEL, RESPONSIBILITIES FOR THIS PROJECT, AND YEARS EXPERIENCE IN SIMILAR WORK.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 10. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. SHOULD INCLUDE REFERENCES FOR THE INSTALLATION OF RUBBER PLAY SURFACE.

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

11. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business



## Purchasing Department

Nicholas Read ☎ *Chief Procurement Officer*

1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Mayor  
Setti D. Warren

Date \_\_\_\_\_

Vendor \_\_\_\_\_

Re: Certification of Non-Debarment for Invitation For Bid #14-109

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

### Debarment:

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_.Signature

\_\_\_\_\_.Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_ day of \_\_\_ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

### ATHLETIC FIELD TURF MANAGEMENT CULTURAL PRACTICES

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #14-109 issued by the Purchasing Department;
- c. The Project Manual for **Athletic Field Turf Management Cultural Practices**, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the awarded contract **shall extend from July 1, 2014 through June 30, 2015.** City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. **QUANTITIES.** Any quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decrease due to market conditions of their Contractor's asked prices, which decreases shall be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
  - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of \_\_\_\_\_  
are available in account number

01-602010-52409 - \_\_\_\_\_

I further certify that the Mayor, or his designee,  
is authorized to execute contracts and approve  
change orders.

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Director of Parks & Recreation*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**GENERAL CONDITIONS  
OF THE CONTRACT  
FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

**1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

**2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

**3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.



- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.
- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.
- 5.0 **REPORTS AND DRAWINGS**
- When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services
- 6.0 **CONTRACTOR'S ACCOUNTING RECORDS**
- The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.
- 7.0 **ASSIGNMENT/SUBCONTRACTING**
- The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- 8.0 **REMEDY FOR DEFAULT**
- If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.
- 9.0 **SUSPENSION OR TERMINATION**
- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

#### 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

#### 11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

#### 12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

##### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

##### PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

##### VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

## 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**

**CITY OF NEWTON  
DEPARTMENT OF PARKS AND RECREATION  
SCOPE OF WORK**

**ATHLETIC FIELD TURF MANAGEMENT CULTURAL PRACTICES**

**1. Information**

a. The City of Newton is accepting bids for athletic field turf management for the City of Newton grounds for some Newton schools and Newton parks, approximately 20 acres. Turf services include deep tine aeration, core aeration, topdressing, over-seeding, fertilizing and liming. Acreage indicated in the scope of services is for informational purposes and for comparison of bids. The City of Newton reserves the right to change any of the acreage amounts as needed. **The following 3 locations shall require turf management services in August and September of 2014: Forte Park (2 acres), Weeks Park (4 acres) and Warren House (4 acres). The following 4 locations shall require turf management services in May and June of 2015: Brown/Oak Hill (4 acres), Newton North High School (2 acres), Newton South High School (2 acres) and Cabot Park (2 acres).**

b. The term of this Contract shall be for one year only from July 1, 2014 through June 30, 2015. The City **shall not** renew for two additional one-year terms.

**2. Bidding Information**

a. Bidding on this contract shall be limited to individuals, companies, partnerships and corporations actively engaged in the business of turf management cultural practices. In order to be considered eligible for award of this contract, bidders must demonstrate that they have successfully completed contracts similar in scope and nature to that specified herein. Specifically, the contractor must have demonstrated the capabilities to handle multiple sites with contracts that encompass a minimum of 10 acres. Bidders shall provide information regarding their previous contract experience on the Bidder's Qualification and Reference Form included herein. The intent of this paragraph is to insure that the awarded bidder has the necessary resources to faithfully execute the requirements of this contract. The City reserves the right to waive the previous contract experience requirement if the Bidder, in the City's sole determination, is able to otherwise demonstrate that s/he possesses the resources to insure good faith performance of this contract.

b. Bidders may be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in Section 7, Equipment Requirements.

c. All bids shall be based on the locations and frequencies set forth on the bid sheets. It is understood that the locations and acreage stated herein are given solely as a basis for the comparison of the proposals and to establish a contract value. While the locations and acreage are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond therewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

d. It is the responsibility of the bidder, before submission of his/her proposal, to familiarize him/herself with the specifications of the Contract, and to investigate in detail the sites at which the proposed work is to take place.

e. All bids must be accompanied by a bid deposit in an amount not less than five percent (5%) of the combined total of the Base Bid plus Alternate One through Alternate Nine. Said bid deposit may be in the form of a certified or cashier's check or surety bond drawn upon a bank or surety company approved for such transactions in the Commonwealth by the Division of Insurance.

### 3. Contract Supervision and Administration

a. The work of this contract shall be carried out under the direction of the Commissioner of Parks and Recreation ("Commissioner" hereafter). In the exercise of all or any of the powers herein granted the Commissioner shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this Contract to his/her subordinates and assistants in the employ of the City as he/she may determine.

b. The Commissioner intends to designate a "Contract Supervisor" from within the subordinates and assistants in the employ of the Parks and Recreation Department. The Contractor shall be required to communicate on a daily/weekly basis with the Contract Supervisor in regard to the performance of the work of this contract. The Contractor shall be required to contact the Contract Supervisor daily via email as to the scope of work and date of performed at each location.

### 4. Hours and Conditions of Work

a. The Contractor shall work within the following time frames: Monday through Friday, with the exception of legal holidays. Starting times will vary between the hours of 6:00 AM to 8:00 AM, depending on the time of year. Contractors are not to turn on any machinery prior to 7:00 AM. The period from 6:00 AM to 7:00 AM can be used as a time to clear the area of any litter. Determination of a specific starting time is at the discretion of the Commissioner. Any work to be done after 5:00 PM must have prior approval of the Commissioner or his designee. The Contractor will not be paid for lunch. On Saturdays, Sundays and legal holidays no equipment may be turned on before 9:30 am. Any contractual turf management work on Sundays must have the approval of the Mayor. The end of the work day for weekdays, weekends and legal holidays shall be 8:00 pm.

### 5. Turf Services

The contractor is required to provide all labor, materials, insurance and equipment to perform the following turf management services:

a. Deep Tine Aeration – Using new tines to start, contractor to relieve soil compaction at depth of 8-10" dependent upon field conditions and depth of irrigation lines at 1 mph with a 75 degree angle to get maximum compaction relief using 7/8 mount and 3/4" solid tine, 5 inch spacing; solid tines need to be replaced every 10 acres with a new set, machine must be set for maximum kick. Must be able to deep tine 13 acres per day.

b. Core Aeration – Using new tines to start, contractor to relieve soil compaction at a depth of 4”, using ¾ mount and ¾” opening coring tine with 3 1/2” x 3 1/2” spacing, tines will need to be replaced every 10 acres. Must be able to core aerate 20 acres per day.

c. Topdressing - Contractor to supply and install topdressing sand must be applied at a rate of 26 yards per acre or 35 tons per acre. Topdressing sand shall be a 2.0 mm topdressing sand. Contractor must be to apply damp topdressing sand. Contractor must work sand into the aeration holes. Contractor must also provide a separate machine for loading of topdressing sand. Topdressing sand to be supplied by contractor. Contractor must specify supplier of sand in his/her bid. The City reserves the right to substitute a different supplier at no additional cost to the City of Newton.

d. Seed Injection Over-Seeding System- Contractor to supply seed and install using a 70% Perennial Ryegrass & 30% Kentucky Bluegrass seed at the rate of 8 pounds/M for 20 acres for the first seeding, seeding must be at 1” x 1” spacing. First seeding shall be in two directions.

e. Disc Slit Over-Seeding System - Contractor to supply seed and install using a 50% Perennial Ryegrass & 50% Kentucky Bluegrass seed at the rate of 3.5 pounds/M for 20 acres for the second seeding, seeder must be 3” spacing. Second seeding shall be in two directions.

f. Fertilizing - Contractor to supply and apply an 18-24-12 seed starter fertilizer at the rate of 1.5 pounds of P/M for 20 acres for the first application.

g. Fertilizing - Contractor to supply and apply an 18-24-12 seed starter fertilizer at the rate of 1.0 pounds of P/M for 20 acres for the second application.

h. Liming - Contractor to supply and apply a calcitic limestone at the rate of 50 pounds/M for 20 acres.

#### 6. Alternates:

The contractor is required to provide all labor, materials, insurance and equipment to perform the following alternates:

##### a. Alternate One: Pesticide Application

Contractor to supply a per acre price to tank mix and apply at the following rates per acre:

Speedzone Southern Postemergent herbicide to control broadleaf weeds @ 96 ozs. per acre EPA #2271-835 with

Drive XLR8 Postemergent herbicide to control crabgrass @ 64 ozs. per acre EPA #7969-272 with

Crop Oil Surfactant to assist with both post emergence herbicide applications @ 48 ozs. per acre.

i. The City of Newton requests an additional cost for the application of post-emergent herbicides on a per acre basis for ANY site that is located in the City under this Contract.

ii. The estimated number of additional herbicide application acres under Alternate One will be 26 acres.

- iii. The cost shall include the site preparation, all necessary notification, all removal of notification and the cost of the herbicides as specified. The contractor shall supply any necessary water.
- iv. The price per acre should include the cost of all labor, materials, notification, application, equipment and lawful disposal of any debris.

$$\text{Unit Price Per Acre} \times \text{Number of Acres} = \text{Total Cost}$$

$$\text{\$} \underline{\hspace{2cm}} \times 26 = \text{\$} \underline{\hspace{2cm}}$$

Please submit total cost in Paragraph C of the Bid Form

b. Alternate Two: Deep Tine Aerification

Using new tines to start, contractor to relieve soil compaction at depth of 8-10" dependent upon field conditions and depth of irrigation lines at 1 mph with a 75 degree angle to get maximum compaction relief using 7/8 mount and 3/4" solid tine, 5 inch spacing; solid tines need to be replaced every 10 acres with a new set, machine must be set for maximum kick. Must be able to deep tine 13 acres per day.

$$\text{Unit Price Per Acre} \times \text{Number of Acres} = \text{Total Cost}$$

$$\text{\$} \underline{\hspace{2cm}} \times 6 = \text{\$} \underline{\hspace{2cm}}$$

Please submit total cost in Paragraph C of the Bid Form

c. Alternate Three: Core Aerification

Using new tines to start, contractor to relieve soil compaction at a depth of 4", using 3/4 mount and 3/4" opening coring tine with 3 1/2" x 3 1/2" spacing, tines will need to be replaced every 10 acres. Must be able to core aerate 20 acres per day.

$$\text{Unit Price Per Acre} \times \text{Number of Acres} = \text{Total Cost}$$

$$\text{\$} \underline{\hspace{2cm}} \times 6 = \text{\$} \underline{\hspace{2cm}}$$

Please submit total cost in Paragraph C of the Bid Form

d. Alternate Four: Topdressing

Contractor to supply and install topdressing sand; sand must be applied at a rate of 26 yards per acre or 35 tons per acre. Topdressing sand shall be a 2.0 mm topdressing sand. Contractor must be to apply damp topdressing sand. Contractor must work sand into the aeration holes. Contractor must also provide a separate machine for loading of sand. Topdressing sand to be supplied by contractor. Contractor must specify supplier of sand in his/her bid. The City reserves the right to substitute a different supplier at no additional cost to the City of Newton.

$$\text{Unit Price Per Acre} \times \text{Number of Acres} = \text{Total Cost}$$

$$\text{\$} \underline{\hspace{2cm}} \times 6 = \text{\$} \underline{\hspace{2cm}}$$

Please submit total cost in Paragraph C of the Bid Form



e. Alternate Five: Seed Injection Over-Seeding System

Contractor to supply seed and install using a 70% Perennial Ryegrass & 30% Kentucky Bluegrass seed at the rate of 8 pounds/M for the first seeding, seeding must be at 1" x 1" spacing. First seeding shall be in two directions.

Unit Price Per Acre X Number of Acres = Total Cost

\$\_\_\_\_\_ X 6 = \$\_\_\_\_\_

Please submit total cost in Paragraph C of the Bid Form

f. Alternate Six: Disc Slit Over-Seeding System

Contractor to supply seed and install using a 50% Perennial Ryegrass & 50% Kentucky Bluegrass seed at the rate of 3.5 pounds/M for the second seeding, seeder must be 3" spacing. Second seeding shall be in two directions.

Unit Price Per Acre X Number of Acres = Total Cost

\$\_\_\_\_\_ X 6 = \$\_\_\_\_\_

Please submit total cost in Paragraph C of the Bid Form

g. Alternate Seven: Fertilizing

Contractor to supply and apply an 18-24-12 seed starter fertilizer at the rate of 1.5 pounds of P/M for the **first** application.

Unit Price Per Acre X Number of Acres = Total Cost

\$\_\_\_\_\_ X 6 = \$\_\_\_\_\_

Please submit total cost in Paragraph C of the Bid Form

h. Alternate Eight: Fertilizing

Contractor to supply and apply an 18-24-12 seed starter fertilizer at the rate of 1.0 pounds of P/M for the **second** application.

Unit Price Per Acre X Number of Acres = Total Cost

\$\_\_\_\_\_ X 6 = \$\_\_\_\_\_

Please submit total cost in Paragraph C of the Bid Form

i. Alternate Nine: Liming

Contractor to supply and apply a calcitic limestone at the rate of 50 pounds/M.

Unit Price Per Acre X Number of Acres = Total Cost

\$\_\_\_\_\_ X 6 = \$\_\_\_\_\_

Please submit total cost in Paragraph C of the Bid Form

## 7. Equipment Requirements

a. The following equipment and vehicles shall be considered a minimum guideline in order to be considered a responsible bidder under the terms and conditions of these Contract Documents. The City reserves the right to inspect a Contractor's inventory before making a bid award.

### Preferred Equipment:

Deep Tine Aeration: Redexim Verti-Drain 7521

Core Aeration: John Deere AerCore 2000

Topdress: Tycrop 460 drop style OR Dakota 440 topdresser a broadcast style

Disc Slit Over-Seeding System: Redexim Overseeder 1600 first seeding

Seed Injection Over-Seeding System: Redexim Overseeder 1575 second seeding

Fertilizing: Lely Broadcast Spreader L 1500

Pesticide Applications: Toro Multi Pro 1200/1250

\*This equipment list is the preferred equipment to be used during this turf management contract. Bidders are required to list all equipment they own and will use. Bidders may use equivalent equipment.

b. If a particular type or size of equipment used by the Contractor does not perform satisfactorily in specific locations, the Contractor shall provide other equipment that will perform satisfactorily as determined by the Commissioner.

c. The Contractor shall be required from time to time, to show proof that all of the equipment utilized in the performance of the work under the terms of this Contract, is on a preventative maintenance program and is on a regular routine maintenance schedule. The equipment furnished by the Contractor shall be in good repair.

d. The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition. All machines shall be inspected for any leaks prior to field operations. No equipment shall be used in operations if leaking. All equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements. It is understood that the Owner shall not be responsible for supplying any hand tools or equipment for the performance of this Contract.

e. The City reserves the right, prior to the award and during the term of this Contract, to inspect the serviceability of any and all equipment which will be used by the Contractor for work called for in the terms of this Contract. The City reserves the right at any time to order the Contractor to immediately discontinue the use of any equipment which the City at its sole discretion determines to be unsafe or otherwise unfit for use in the performance of this contract. The contractor will need to arrange a time to have all physical equipment to be used for work in this bid to be inspected, at a location to be established within 48 hours of the bid opening, before the bid is awarded. Failure to have access to equipment that is capable of performing the work required in this bid shall be grounds for disqualification.

f. Storage of equipment is the responsibility of the Contractor.

g. The Contractor shall make sure that all vehicles are properly licensed according to Massachusetts Motor Vehicle Regulations.

h. All operations are to be performed using machines manufactured by companies recognized producing quality commercial turf equipment. All equipment shall be mechanically sound and reliable. All equipment shall have turf tires. All aeration tines should be new before operation begins.

i. At no time shall an operator of a piece of equipment leave that equipment unoccupied and running or capable of being started.

## 8. Personnel Requirements

a. The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language, or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this Contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this Contract.

b. The Contractor shall employ drivers for any of his/her vehicles and equipment who, at all times, possess and carry the necessary valid and applicable commercial vehicle operator's licenses.

c. The Contractor shall not allow any operator to leave any equipment unattended.

d. The Contractor shall employ qualified personnel, who, when assigned to a work site, shall dress in suitable work and safety clothing during normal work hours, when performing work at sites.

e. The Contractor will be notified immediately by the Contract Supervisor, the City Safety Officer, or any other authorized City of Newton personnel if it is found that his employees are in violation of the safety requirements and work shall be ordered stopped until such violations are corrected. All Contractors are required to comply with the Federal/OSHA and State Regulations while working in the City of Newton.

## 9. Indemnification

a. The Contractor acknowledges and agrees that it is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Contract and agrees that it will indemnify, hold harmless and defend the City and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, the performance of the services to be performed under this Contract, to the extent that any such claim, damage, loss or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and 2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents,

or anyone for whose acts the Contractor may be liable, except to the extent it is caused by a party entitled to indemnification hereunder.

#### 10. Permits

a. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

#### 11. Payment

a. The Contractor shall be paid in accordance with the unit prices as specified in the Contractor's bid within forty-five (45) days of an approved monthly invoice. Payment shall be subject to the City's right to adjust the bill as specified in subparagraph b. of this section. Invoices should be submitted to the Parks & Recreation Department, 124 Vernon Street, Newton Corner, MA 02458. The payment of said compensation shall be considered complete and exclusive compensation for services rendered. The City shall not assume any additional costs, such as employment benefits, health benefits, or other reimbursements.

b. The City reserves the right to adjust the bill for any work not performed or not performed according to these specifications. The City also reserves the right to perform turf management services with its own forces or with other contractors as circumstances may require.

#### 12. Observance of Laws

a. The Contractor shall fully comply with all Federal, State, and Local Regulations and Ordinances within the City of Newton.

#### 13. Interpretation of Contract

a. This Contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this Contract or the Contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the Contract and the Contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

#### 14. Availability of Funds

a. The amount of work to be performed under this Contract is subject to the availability of appropriated funds. If, for any fiscal year of this agreement, sufficient funds to support the continuation of the Contract are not appropriated or otherwise made available, the City shall cancel the Contract.

#### 15. Public Relations

a. The Contractor and his employees shall at all times conduct themselves in an appropriate manner. If for any reason the Contractor is approached by an individual, they are to refer the individual to Newton's Parks and Recreation Department contract supervisor (Derek Mannion).

b. The Contractor is required to only work at a location. There are to be no activities other than work activities at a location (lunch is the only exception). Once the work is completed, the Contractor is required to leave the site.

#### 16. Contract Bid

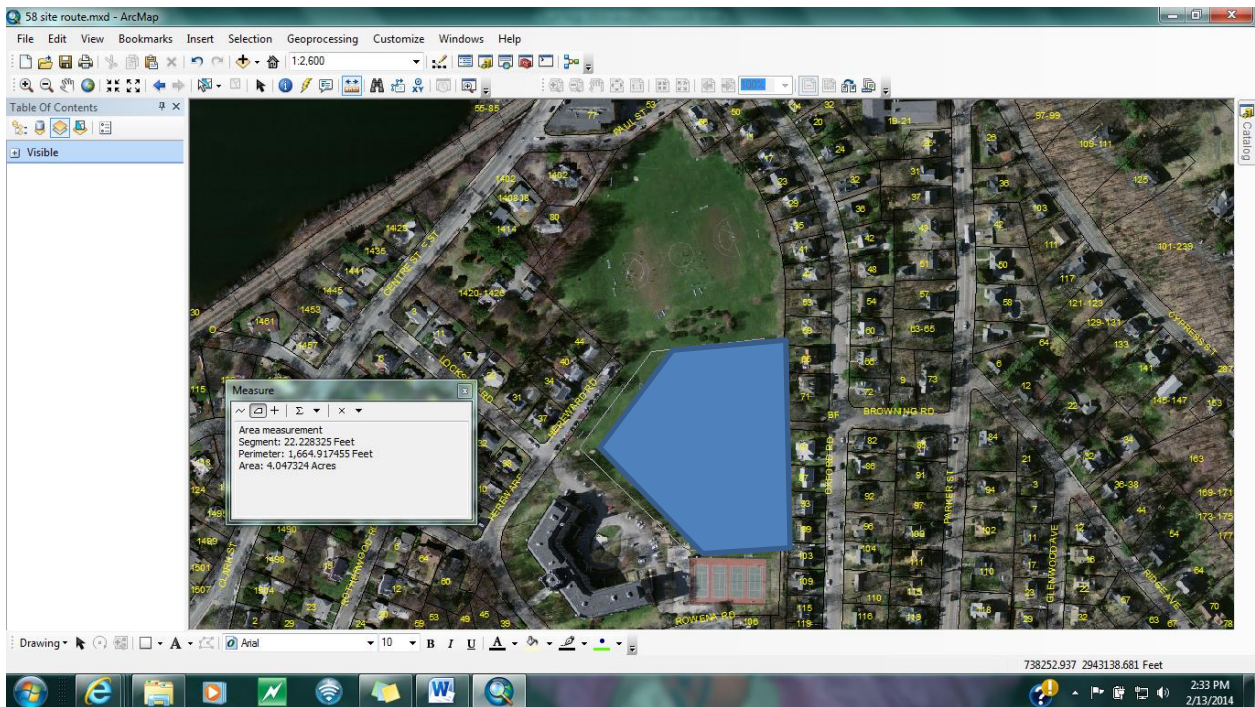
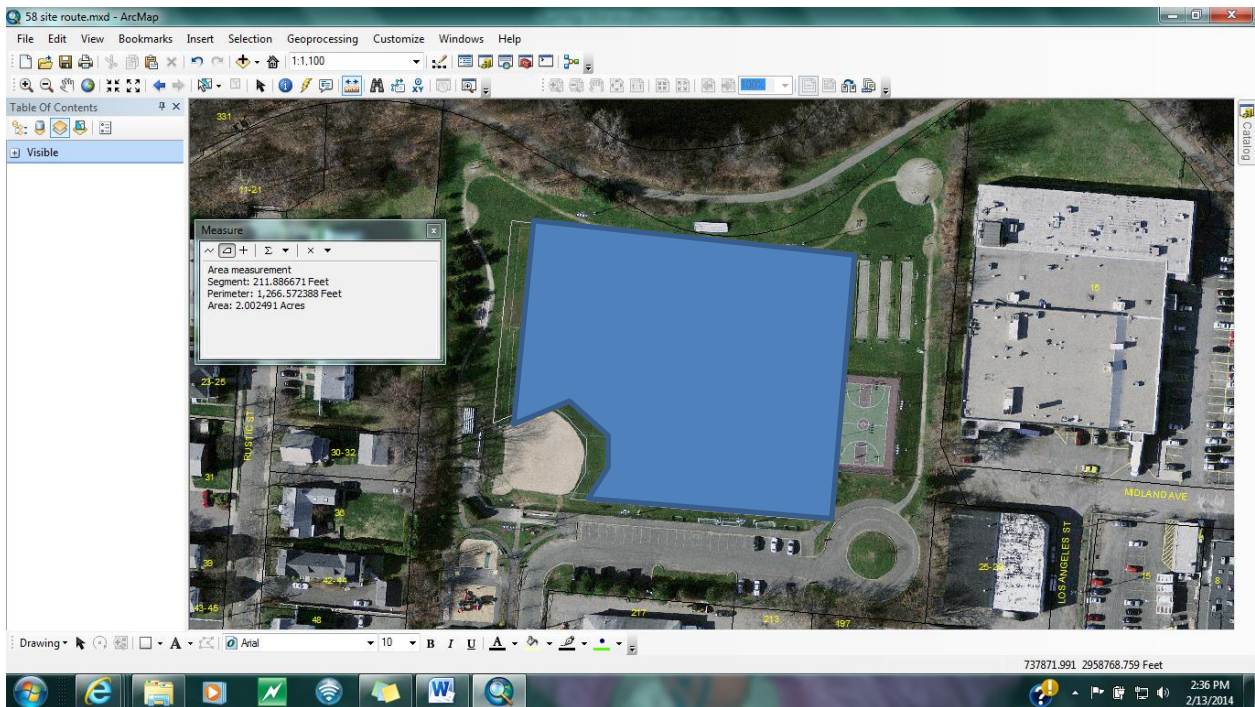
a. The City reserves the right to accept the total bid price and alternates or a combination of the base bid and alternates. The City also reserves the right to split the contract amongst qualified bidders.

END OF SCOPE OF WORK SECTION

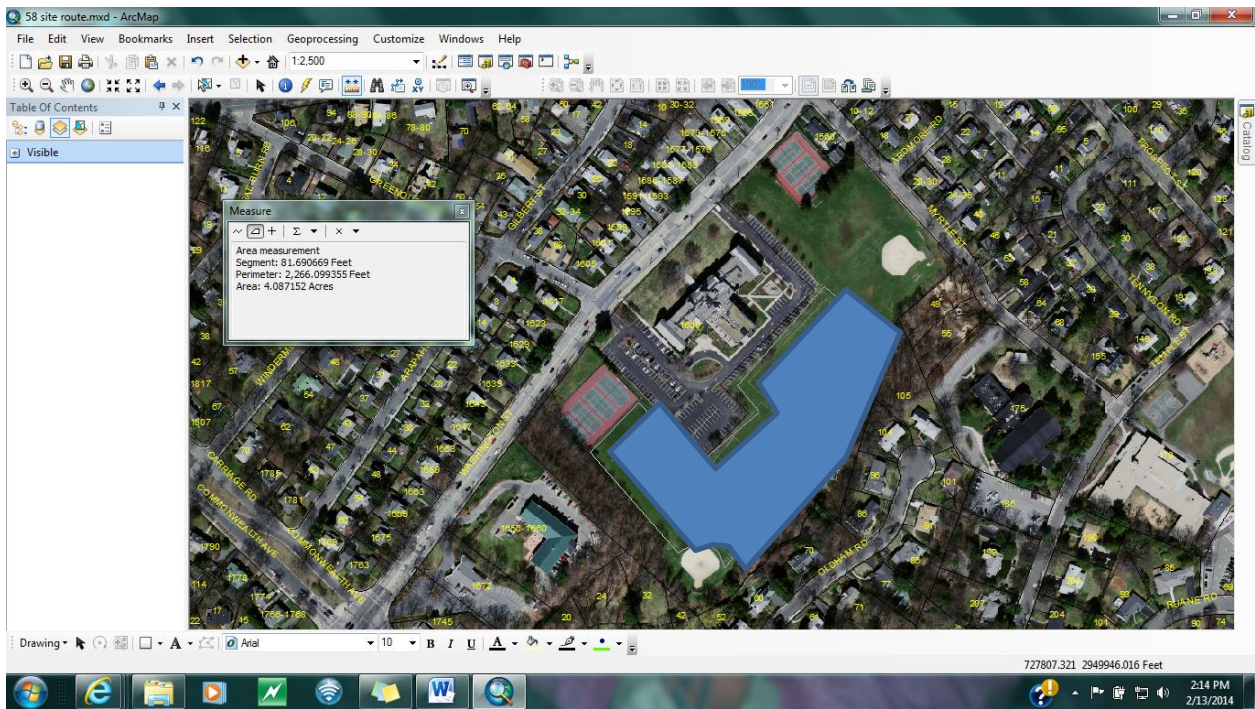


## APPENDIX A – ATHLETIC FIELD LOCATIONS

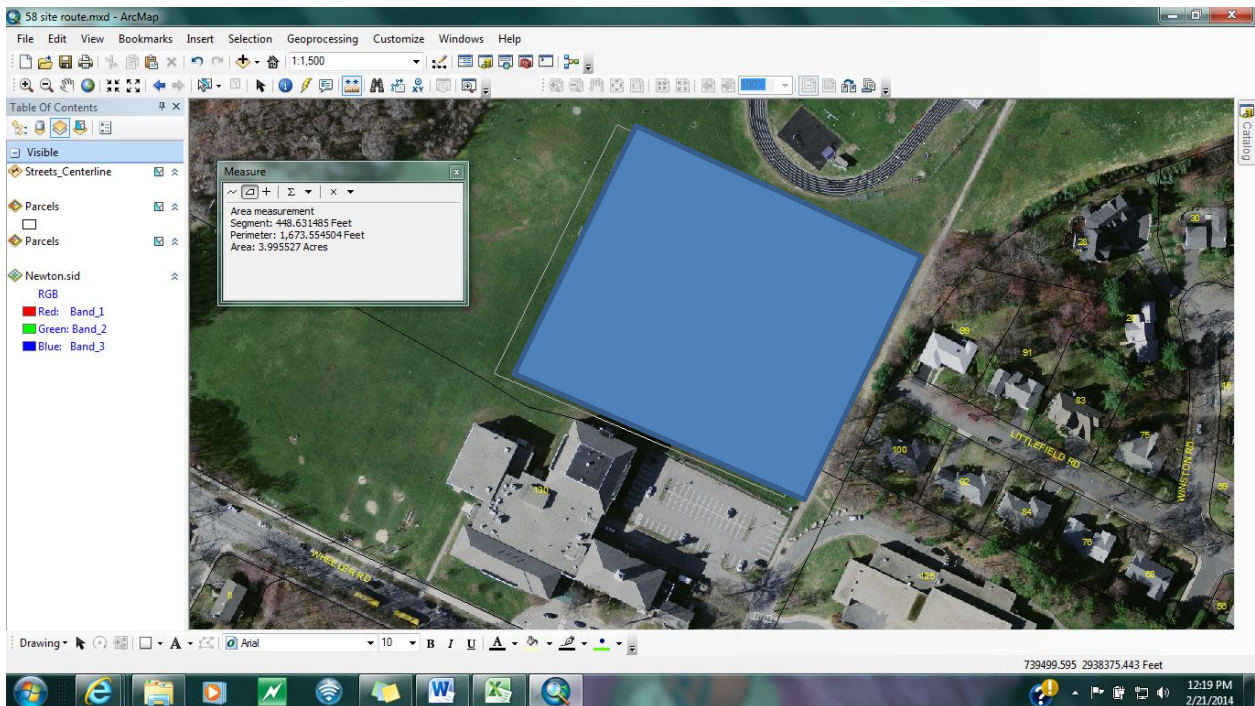
ALL ACREAGE WITHIN THESE MAPS IS APPROXIMATE



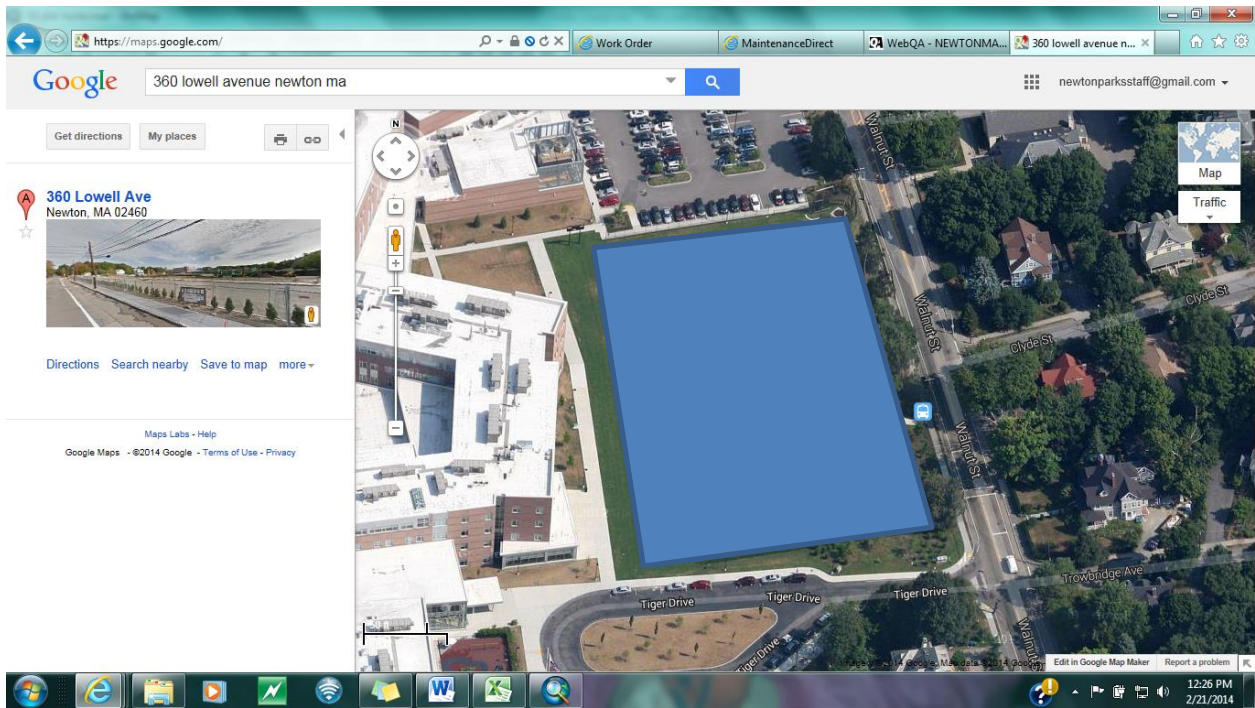




TURF WORK FALL 2014 WARREN HOUSE – 4 ACRES

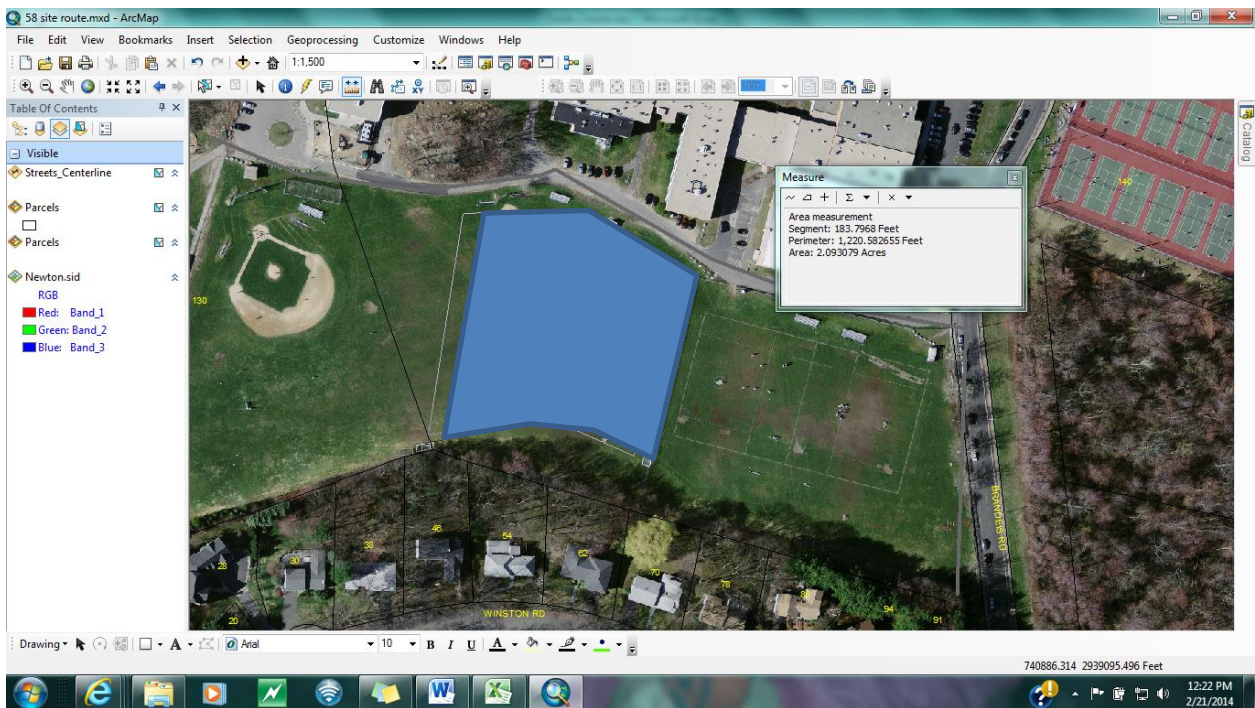


TURF WORK SPRING 2015 BROWN/OAK HILL MIDDLE SCHOOL – 4 ACRES

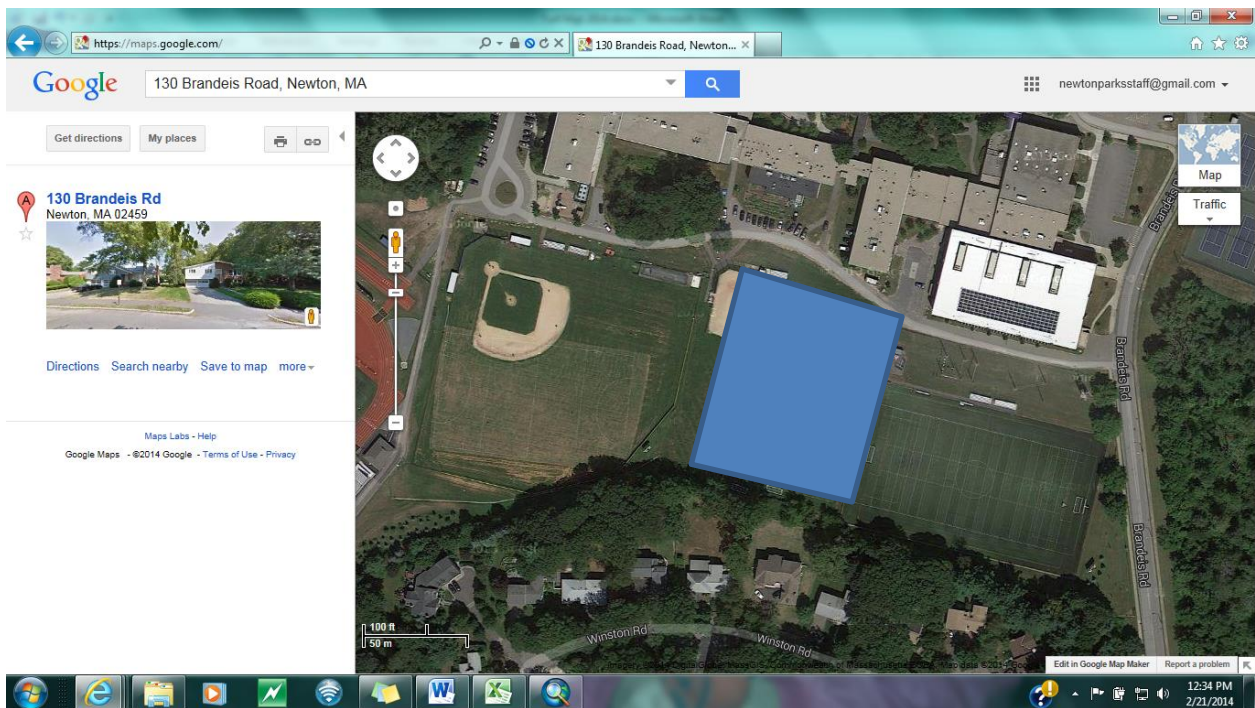


TURF WORK SPRING 2015 NEWTON NORTH HIGH SCHOOL – 2 ACRES

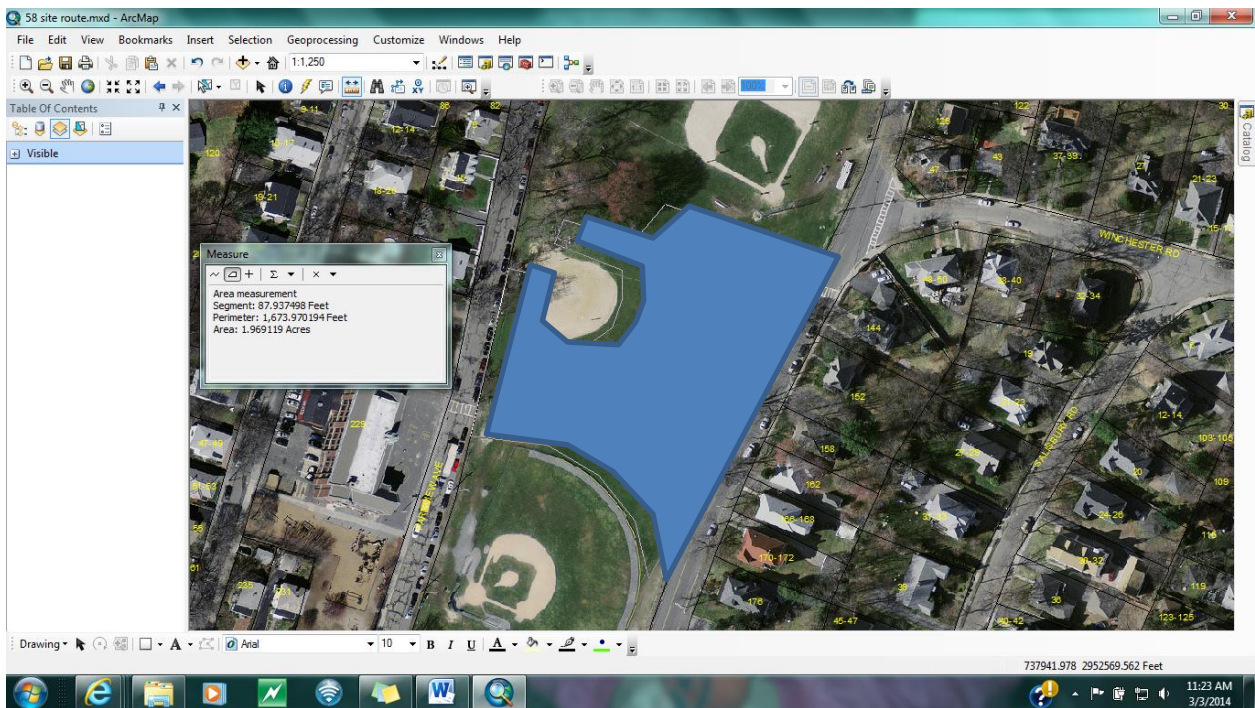




TURF WORK SPRING 2015 NEWTON SOUTH HIGH SCHOOL – 2 ACRES



TURF WORK SPRING 2015 NEWTON SOUTH HIGH SCHOOL – 2 ACRES



TURF WORK SPRING 2015 CABOT FIELD – 2 ACRES